

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HISCOX INSURANCE COMPANY, INC.

18-CV-10222-PAE

Plaintiff,

**AFFIRMATION IN
SUPPORT OF REQUEST
FOR CERTIFICATE OF
DEFAULT**

-against-

CURTIS BORDENAVE, BUSINESS MOVES
CONSULTING, INC. dba BUSINESS MOVES, KHALED
M. KHALED and ATK ENTERTAINMENT, INC.

Defendants.

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Laura B. Dowgin, Esq., hereby declares as follows:

1. I am counsel for the Plaintiff in this action.
2. This action was commenced pursuant to 28 U.S.C. §2201 seeking a declaration that

Plaintiff Hiscox Insurance Company, Inc. does not owe a defense or indemnification for an underlying trademark infringement lawsuit pending against Defendant Business Moves Consulting, Inc. dba Business Moves (“Business Moves”) and others.

3. Business Moves was served with this lawsuit on November 9, 2018 and the initial due date for the answer or other responsive pleading was November 30, 2018. See Doc. #8.
4. By way of a letter dated November 28, 2018, filed on December 4, 2018 by the Clerk, Business Moves requested an extension of time to answer or otherwise plead because it was searching for counsel. See Doc. No. 10.

5. In response to Business Moves' request, the Court granted it an extension of time to answer or otherwise plead until December 31, 2018.; See Doc. No. 10; Memo Endorsement Dated December 4, 2018.

6. Business Moves did not file an answer or responsive pleading by December 31, 2018.

7. On January 2, 2019, Plaintiff filed a request that the default of Business Moves be noted and a certificate of default issued. See Doc. Nos. 16-17.

8. On January 3, 2019, the Clerk issued a Certificate of Default as to Business Moves.

See Doc. No. 18.

9. By way of a letter dated January 3, 2019, filed on January 4, 2019 by the Clerk, Business Moves filed a second request for an extension of time to respond to the lawsuit, stating it was still looking for New York counsel. See Doc. No. 19.

10. Plaintiff objected to this request. See Doc. No. 20.

11. Over the Plaintiff's objection, the Court granted Business Moves two additional weeks, until January 22, 2019 to find an attorney. See Doc. No. 21. In its Order, the Court stated it "grants defendant two additional weeks, *i.e.*, until January 22, 2019, to find a new attorney and for that attorney to formally appear on its behalf. In light of the above, defendant's answer or other responsive pleading is now due February 5, 2019. The defendant should not expect further extensions of this deadline. The defendant is further advised that the Court will not consider further filings unless they are submitted by counsel." Id. (emphasis added).

12. No attorney formally appeared on Business Moves' behalf on January 22, 2019, in violation of the Court's Order.

13. Business Moves has not answered or otherwise moved with respect to the complaint, and the time for a formal appearance by counsel on its behalf has not been extended past January 22, 2019.

14. Business Moves Consulting is not an infant or incompetent. Business Moves is not presently in the military service of the United States as appears from the facts of this litigation.

WHEREFORE, Plaintiff Hiscox Insurance Company, Inc. requests that the default of Defendant Business Moves Consulting Inc. dba Business Moves be noted and a certificate of default issued. Pursuant to Local Rule 55.2(b), following issuance of a certificate of default, Plaintiff Hiscox Insurance Company, Inc. will apply to the Court as described in Fed. R. Civ. P. 55(b)(2).

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief.

Dated: New York, New York
January 23, 2019

By: 
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